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No. 10]

NEW DELHI, SATURDAY, MARCH 5, 1966 (PHALGUNA 14, 1887)

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके
Separate paging is given to this Part in order that it may be filed as a separate compilation

भाग IV

PART IV

गैर-सरकारी व्यक्तियों और गैर-सरकारी संस्थाओं के विज्ञापन और सूचनाएं

Advertisements and Notices by Private Individuals and Private Bodies

NOTIFICATION BY THE OM OILS & OILSEEDS EXCHANGE LTD., DELHI

The approval of the Secretary, Forward Markets Commission, under sub-section (1) of Section 11 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952), read with the Government of India Ministry of Commerce and Industry, Notification S.O. 1162 dated the 4th May, 1960 has been obtained to the following amendments made to the Bye-laws of the Om Oils & Oilseeds Exchange Ltd., Delhi.

AMENDMENTS

Important Bye-laws and Provisions for non-Transferable Specific Delivery Contracts in Groundnut oil

Definition: "Non-transferable Specific Delivery Contract" means a Non-transferable specific delivery contract as defined in the Forward Contracts (Regulation) Act, 1952, entered into, performed and regulated in accordance with these bye-laws.

271. Bye-laws 271 to 292 are additional bye-laws relating to non-transferable specific delivery contracts for Groundnut Oil. All the other bye-laws of the Exchange as may be in force from time to time shall also be applicable to such contracts and shall be binding on the members in so far as they are not specifically dealt with in and are not repugnant to these additional bye-laws.

Provided that the provisions in the other bye-laws regarding clearing shall not apply to non-transferable specific delivery contracts for groundnut oil.

272. Every non-transferable specific delivery contract made subject to these bye-laws shall take effect as a contract wholly made at Delhi.

273. The non-transferable specific delivery contract shall be entered into only between members or between a member and a non-member.

274. All non-transferable specific delivery contracts shall be made in the prescribed form, serially numbered and supplied by the Exchange. The contract shall be made in quadruplicate, one copy each to be retained by the parties to the contract, one to be submitted to the Exchange forth-with and the fourth to be kept by the broker. The parties to the contract shall not include any special terms in the contract which are repugnant to the terms and conditions laid down in these bye-laws.

275. Every member shall send to the Exchange periodical statements of non-transferable specific delivery contracts entered into by him in such form and manner as may be prescribed by the Board of Directors.

276. (a) The Board of Directors of the Exchange shall, before permitting non-transferable specific delivery contracts for any month, obtain the approval of the Forward Markets Commission for the same.

(b) The Forward Markets Commission shall have power not to grant such approval whenever it is considered expedient in the interest of the trade or in public interest so to do.

(c) No member shall enter into a non-transferable specific delivery contract for delivery in any month unless the Exchange has notified that such contracts are permitted.

277. Every non-transferable specific delivery contract shall result in the delivery of goods in accordance with and subject to the provisions and procedures laid down in the relevant bye-laws.

278. No non-transferable specific delivery contract or entered into, shall be settled mutually or by off setting or by hawala or in any manner nor shall delivery under the contract be postponed to a later date except in accordance with the provisions of these bye-laws.

279. The parties to the contract by mutual agreement may extend the delivery date by a period not exceeding 15 days subject to the condition that they shall notify to the Exchange in writing the original date and the extended date of delivery. If it becomes necessary to extend further the date of delivery mutually agreed upon, the parties shall apply to the Exchange in writing setting forth the reasons for extension of time. The Board of Directors or a commit appointed for this purpose shall have absolute discretion to extent or not the delivery time.

280. With a view to ensuring due compliance with the terms and conditions of the contract, the Board of Directors or the committee (whenever it finds necessary or if called upon the Forward Markets Commission) may ask the members to furnish the following, as also other particulars, and members failing to do so are liable to be penalised under the disciplinary bye-laws of the Exchange :—

- (i) Copies of the bill claiming monies;
- (ii) numbers of the cheques issued for payment;
- (iii) railway receipt number or the delivery order number, the date of delivery, etc.

(iv) other relevant particulars to show the mode of delivery

281 Subject to the provisions of Bye-law 283.

(1) In case the seller fails to give delivery, the buyer shall exercise any of the following options :

(i) Buy on the seller's account either railway receipt or ready goods on the subsequent day of the date of delivery (due date) and claim from the seller the difference of the contract price and the purchase price.

(ii) Close the transactions on the due date and claim from the seller the difference of the contract rate and the rate registered by the Exchange

(iii) Cancel the contract

(2) The buyer shall be entitled to exercise one option for some part of the contract and another option for another part of the contract at his discretion.

282 Subject to the provisions of bye law 283.

(1) In case the buyer refuses to accept a railway receipt or delivery instruction or if he fails to take delivery of the goods against the delivery instructions, the seller shall exercise any of the following options :—

(i) Sell on the buyer's account railway receipt or ready goods before the end of next working day of the day on which the buyer refuses to accept the railway receipt or delivery instructions and claim from the buyer, the difference of contract price and sale price.

(ii) Close the contract on the day on which the buyer refuses to accept the railway receipt or delivery instruction or the buyer fails to take delivery of the goods against delivery instructions and claim difference of the contract price and the rate registered by the Exchange

(iii) Cancel the contract on the day on which the buyer refuses to accept railway receipt or delivery instructions or the buyer fails to take delivery of the goods against the delivery order

(2) The seller shall be entitled to exercise one option for some part of the contract and another option for another part of the contract at his discretion.

283 In each of the cases mentioned in bye-laws 281 and 282 the buyer and the seller shall communicate to the Exchange in writing the failure or refusal as the case may be, within 5 days. The party failing to give or take delivery shall give reasons for such failure and the opposite party shall, if it has exercised the option given in clause (ii) or (1) (iii) of Bye-law 281 and 282, explain the reason why he preferred the option. If he has exercised his option given in clause 1(i) of bye-law 281 or 282, the party shall give particulars of the purchase or sale, as the case may be effected by it.

The Board of Directors or the committee appointed by it in this behalf, shall from time to time examine the aforesaid communications, taking into account all relevant circumstances and if it is not satisfied with the reasons or explanation furnished by any party or if it is not satisfied about the purchase or sale claimed to have been made by the party under clause 1(i) of bye-law 281 or 282 it may subject the party to such disciplinary action including imposition of fine, suspension and expulsion as it may deem fit, after giving the party an opportunity of being heard in the matter. With a view to restricting the use of the non transferable specific delivery contracts only for the purpose of giving or taking actual delivery of goods and with a view to securing uniformity in dealing with cases of failure to give or take delivery, the Board of Directors may frame suitable rules under this bye-law with the concurrence of the Forward Markets Commission.

284 (a) The Board of Directors of the Exchange may, with the approval of the Commission require at any time and from time to time, the buyer or the seller or both to deposit, in the interest of the trade, margins in respect of their outstanding non-transferable specific delivery contracts at the Exchange at such rates as may be fixed by the Board.

(b) The Forward Markets Commission may, in the interest of the trade or in public interest, exercise the power contained in clause (a) above.

285 No member shall enter into any non-transferable specific delivery contract for groundnut oil otherwise than on the terms and conditions prescribed under these

bye-laws. Nothing contained in this bye-law shall apply to a non transferable specific delivery contract for groundnut or groundnut oil entered into on the terms and conditions prescribed in the bye-laws of another recognised Association between members of that Association or through or with any such member.

286 Any non-transferable specific delivery contract entered into for Groundnut Oil which a the date of the contract is in contravention of the provisions of any of the bye-laws 274, 276, 277, 278 and 285 shall be illegal under the provisions of Section 15(3A) of the Forward Contracts (Regulation) Act, 1952.

287. The delivery period, delivery centres, quantity and quality specifications in respect of a non-transferable specific delivery contract shall be as specified in the respective contract

288. The unit of price quotation of Groundnut Oil non-transferable specific delivery contract shall be 10 kilograms (oil in loose form).

289 The seller shall tender the delivery of groundnut oil whether in 4 gallon tins or drums or bigger tanks up to 25 tons capacity and the buyer shall take the delivery of the said goods either in 4 gallon tins or drums up to a maximum capacity of 200 kg. In case the buyer takes the delivery of the said goods in 4 gallon tins, he will pay 15 paise per tin to the seller for soldering charges and filling labour. The soldering and filling shall be completed by the seller. In case of drum, filling will be completed by the seller, but no charges will be paid by the buyer to him. In case of leaky tins or drums the extracharges for soldering the same shall be borne by the buyer. If the tins or drums are unfit for filling and the same are filled once and emptied after filling a penalty of 20 paise per tin or Rs 2/- per drum of approximately 200 kg will be paid by the buyer to the seller as wastage charges for such number of tins or drums as the case may be

290 The charge of Groundnut oil non-transferable specific delivery contract payable to the company by each buyer and seller on each complete transaction entered into by him shall be Rs 3.20 per tonne, detailed hereunder —

Brokerage	Rs 1.60 per tonne
Broker	Rs 1.50 P.
Brokers	Asn Rs 0.10 P.
Total	Rs. 1.60 P
Commission	Rs. 1.00 per tonne
Building fund levy.	0.50P per tonne
Charity	0.10P per tonne
Total	Rs 1.60P per tonne

291. A broker shall be required to submit a statement of the transactions of purchases and sales done through him by the buyer and the seller within 2 days.

292 The company does not guarantee fulfilment of the non transferable specific delivery contracts of Groundnut oil entered into by members in accordance with these bye-laws

In pursuance of the proviso to sub-section (4) of section 11 of the said Act, the approval of the Secretary, Forward Markets Commission, has been obtained for dispensing with in the interest of the trade, the condition of previous publication of the above mentioned amendments

Delhi.

Dated 16th Dec, 1965.

B. N. SAXENA

Secretary

Om Oils & Oilseeds Exchange Ltd., Delhi

IN QUADRUPLICATE

OM OILS & OILSEEDS EXCHANGE LTD.,
CORONATION HOTEL BUILDING,
Delhi-6

Form for Non Transferable Specific Delivery
Contracts for Groundnut Oil

Non-Transferable specific delivery contract between
..... and in respect of
metric tonnes of groundnut oil.

I/We.....(hereinafter called the sellers) have this day sold to the buyers mentioned below and I/We.....(hereinafter called the buyers) have this day bought from the sellers above-named the under mentioned goods as per terms and conditions mentioned below :—

- (i) Groundnut Oil.....metric tonnes/Barrels at Rs..... per 10 Kg. net weight only.... per cent more or less.
- (ii) Quality specification.....
- (iii) Delivery date.....
- (iv) Source of oil.
- (v) Payment, quality allowances etc. as per the Bye-laws of the Exchange.
- (vi) Delivery Centre.....
- (vii) Special terms, if any, not repugnant to the terms and conditions of the Bye-laws of the Exchange.
- (viii) Brokerage/Commission.
- (ix) Remarks.

Some Important Terms

(1) This contract is a non-transferable specific delivery contract. The rights and liabilities of the parties

to this contract shall not be transferable and like-wise and delivery order, railway receipt bill of lading, warehouse receipt or any other document or title relating to this contract or the rights and liabilities in respect thereof shall not be transferable.

(2) All disputes and differences (including quality of goods) in connection with this contract shall be settled according to the arbitration under the Bye-laws of the Om Oils & Oilseeds Exchange Ltd.

(3) This contract shall not be cancelled or settled except as provided in the Bye-laws of the Exchange.

(4) This contract is entered into subject to the Bye-laws in force from time to time of the Om Oils & Oilseeds Exchange Ltd., of which the parties admit that they have knowledge and notice.

.....
Broker/Commission Agent

Buyer's signature.....

Seller's signature.....

(i) Strike out whatever is not applicable.

(ii) One signed copy of this contract be sent to the office of the Exchange within 2 days.

OM OILS & OILSEEDS EXCHANGE LTD.

STATEMENT IN RESPECT OF NON-TRANSFERABLE SPECIFIC DELIVERY CONTRACTS IN GROUNDNUT OIL ENTERED INTO BY MEMBERS

(To be submitted in duplicate weekly on or before Tuesday covering business done during the week ending proceeding Saturday)

Member's Registered No.		Name of Member for the Week from				to	
Date	Sr. No. of Contract	Quantity (in Tonnes) (Contract-wise)		Delivery period	Name of Seller/Buyer	Price per 10 Kg.	Remarks
		Purchase	Sale				

I/We hereby declare that the above is a true and complete statement of non-transferable specific delivery contract in Groundnut oil entered into by me/us during the week mentioned above.

NOTE : (i) All purchase contracts entered into should be mentioned first in the statement followed by sales contracts.

(ii) For facility of easy references, members are advised to give serial numbers of contracts.

Signature of Member

Date :

LOST, STOLEN OR DESTROYED

(As the case may be)

The Government Promissory Note No. DHO 18636 of the 3 per cent loan of 1951—54 for Rs. 500 originally standing in the name of Reserve Bank of India and last endorsed to Kedar Nath, the proprietor, by whom it was never endorsed to any other person, having been lost, notice is hereby given that the payment of the above note and the interest thereupon has been stopped at the Public Debt Office, Reserve Bank of India, New Delhi and that application is about to be made for payment of the discharge value in favour of the proprietor. The public are cautioned against purchasing or otherwise dealing with the above-mentioned security.

Name of the Advertiser : Kedar Nath.

Residence : Mohalla Guru Tola, Ajamgarh.

The Government Promissory Note No. CA 024001 of the three per cent. Loan of 1896/97 for Rs. 1,000 originally standing in the names of Santosh Kumar Sen, Atar

Kumari Sen and Gouri Sankar Sen and last endorsed to Sarat Chandra Chatterjee, the proprietor by whom it was never endorsed to any other person, having been lost, notice is hereby given that payment of the above note and the interest thereupon have been stopped at the public Debt office, Reserve Bank of India, Calcutta, and that application is about to be made for the issue of duplicate in favour of the proprietor. The public are cautioned against purchasing or otherwise dealing with the above-mentioned security.

Signature of the Advertiser—Sarat Chandra Chatterjee.

Residence—Madhab Giri, 4-D, Motilal Nehru Road, Calcutta-29.

Approved

Seal Reserve Bank of India
Calcutta

DEBT SECURITY.

NOTICE

NO LEGAL RESPONSIBILITY IS ACCEPTED FOR THE PUBLICATION OF ADVERTISEMENTS REGARDING CHANGE OF NAME IN GAZETTE OF INDIA. PERSONS NOTIFYING THE CHANGES WILL REMAIN SOLELY RESPONSIBLE FOR THE LEGAL CONSEQUENCES AND ALSO FOR ANY OTHER MISREPRESENTATION ETC.

BY ORDER
Manager of Publications

CHANGE OF NAMES

I, hitherto known as Miss P. V. KOLATKAR daughter of Shri VITHAL KOLAHT KAR, employed as a Staff Nurse, under the Central Government Health Scheme, Bombay, residing at Ready Money Mansion, Worli, Bombay-18, have changed my name and shall hereafter be known as Mrs. PRABHAVATI PRABHAKER THAKAR.

It is certified that I have complied with other legal requirements in this connection.

P. V. KOLATKAR
(Sd. in existing name)

I, hitherto known as Miss K. Y. SHIRKE daughter of Shri YESHWANT NARAYAN SHIRKE, employed as a Auxiliary Nurse, under the Central Government Health Scheme, Bombay, residing at B.D.D. Chawl No. 53, Room No. 46, Worli, Bombay-18, have changed my name and shall hereafter be known as Mrs. KALPANA VIJAYKUMAR KHANVILKAR.

It is certified that I have complied with other legal requirements in this connection.

K. Y. SHIRKE
(Sd. in existing name)

I, hitherto known as RAM BHAROSE LAL son of Shri SHIVDAYAL SINGH, employed as Assistant in Military Secretary's Branch (MS3C) Army Headquarters, New Delhi, have changed my name and shall hereafter be known as RAM BHAROSE SINGH.

It is certified that I have complied with other legal requirements in this connection.

RAM BHAROSE LAL
(Sd. in existing name)

I, hitherto known as MUNSHI RAM son of Shri RAM BHEJA MAL, employed as L.D.C. in A.F.H.Q., Ministry of Defence, residing at House No. 10555, Bagichi Pir Ki, Delhi, have changed my name and shall hereafter be known as JITENDER ARYA.

It is certified that I have complied with other legal requirements in this connection.

MUNSHI RAM
(Sd. in existing name)

I, hitherto known as Kum. VIMAL NARAYAN BHOSALE daughter of Shri NARAYAN SADASHIV BHOSALE, employed as tempy. Clerk in A.O.T.R.C., Poona-2, have changed my name and shall hereafter be known as SAU. INDUMATI GOVIND DESHPANDE.

It is certified that I have complied with other legal requirements in this connection.

V. N. BHOSLE
(Sd. in existing name)

I, hitherto known as GANESH CHANDRA SUI son of Late Shri DHRUBA CHARAN SUI, employed as Sub. Inspector in P & T Dept., Calcutta Telephones, residing at 6B, Arpuli Lane, Calcutta-12, have changed my name and shall hereafter be known as GANESH CHANDRA BOSE.

It is certified that I have complied with other legal requirements in this connection.

GANESH CHANDRA SUI
(Sd. in existing name)

I, hitherto known as KRISHNASWAMY son of Shri PONNAN, employed as Basic Fitter, T. No. W696 in Wagon Repair Shop, PWP, residing at 88, South Mada Street, Villivakkam, have changed my name and shall hereafter be known as T. THIRUVENGADAM.

It is certified that I have complied with other legal requirements in this connection.

KRISHNASWAMY
(Sd. in existing name)

I, hitherto known as SAKHARAM PANDURANG DHAMSEKAR son of Shri PANDURANG YESHWANT DHAMSEKAR, employed as Postman, Deccan Gymkhana Post Office, Poona-4, have changed my name and shall hereafter be known as SAKHARAM PANDURANG JADHAV.

It is certified that I have complied with other legal requirements in this connection.

S. P. DHAMSEKAR
(Sd. in existing name)

I, hitherto known as PRATAP son of Shri DURGA CHARAN MOHANTY, employed as Mechanic in National Metallurgical Laboratory, have changed my name and shall hereafter be known as PRATAP CHANDRA MOHANTY.

It is certified that I have complied with other legal requirements in this connection.

PRATAP
(Sd. in existing name)

I, hitherto known as S. KRISHNA son of Shri A. N. SRINIVASAN, employed as Programme Executive in All India Radio, Baroda, have changed my name and shall hereafter be known as S. KRISHNAN.

It is certified that I have complied with other legal requirements in this connection.

S. KRISHNA
(Sd. in existing name)

I, hitherto known as M. MALLIAH son of Shri M. MAISAIAH, employed as Wireman in Office of the District Manager, Telephones, Sub-Office, office of the Assistant Engineer, Phones, Salfabad, Hyderabad-22, residing at Be. Be. Bazar, Hyderabad (A.P.), have changed my name and shall hereafter be known as M. MOHAN.

It is certified that I have complied with other legal requirements in this connection.

M. MALLIAH
(Sd. in existing name)

I, hitherto known as RAMANLAL P. NAYI son of Shri PUNJIRAM, employed as Clerk in P.O. Mehsana, (Gujarat State) residing at Mehsana, have changed my name and shall hereafter be known as RAMANLAL P. LIMBACHIA.

I hereby certify that I have already complied with the legal formalities required in this connection.

R. P. NAYI
(Sd. in existing name)

I, hitherto known as RAJA son of Shri GAJARAM, employed as Khalasi in District Controller of Stores, E. Rly., Howrah, residing at Village Niva Horil, P.O. Hariharpur, Distt. Basti, have changed my name and shall hereafter be known as RAJA RAM PANDEY.

It is certified that I have complied with other legal requirements in this connection.

L.T.I. of RAJA

I, hitherto known as M. PAIDITHALLY son of Shri M. SITHAYYA, employed as Khalasi, T. No. 1463, Fdy. Shop, KGP (W), residing at Kharagpur, have changed my name and shall hereafter be known as M. PAIDI RAJU, S/o M. SITHAYYA.

It is certified that I have complied with other legal requirements in this connection.

M. PAIDITHALLY
(Sd. in existing name)

I, hitherto known as VAGHARI LAVJIBHAI KHODIDAS son of Shri KHODIDAS, employed as T S Clerk in Post and Telegraph Office, residing at Jamnagar, have changed my name and shall hereafter be known as VAGHELA LAVJIBHAI KHODIDAS.

It is certified that I have complied with other legal requirements in this connection

LAVJIBHAI KHODIDAS VAGHARI
(Sd. in existing name)

I, hitherto known as V KRISHNAN NAIR son of Shri APPU, employed as Pump Attender in M E S (E. & M), Madukkarai, have changed my name and shall hereafter be known as V KRISHNAN.

It is certified that I have complied with other legal requirements in this connection.

V KRISHNAN NAIR
(Sd. in existing name)

I, hitherto known as T. R GURUBA son of Shri RAMCHANDRA GURUBA, employed as Guard in Central Rly, Bhusaval (Yard), residing at Kanhyalal Plots, Bhusaval, have changed my name and shall hereafter be known as T R KULKARNI.

It is certified that I have complied with other legal requirements in this connection

T. R GURUBA
(Sd. in existing name)

I, hitherto known as RAGHUNATH son of Shri BAPU MURKUTE, employed as Box Maker in Ammunition Factory, Kirkee, Poona-3, residing at Wadgaon Khurd, Taluka Haweli Distt, Poona, have changed my name and shall hereafter be known as JAGANNATH BAPU MURKUTE

It is certified that I have complied with other legal requirements in this connection.

RAGHUNATH BAPU MURKUTE
(Sd. in existing name)

I, hitherto known as SHANTILAL YAGNIK son of Shri KARUNASHANKER YAGNIK, employed as Fitter, T No 526, in the office of the Work's Manager, Pratapnagar Workshop, W.R., Pratapnagar, residing at Pratapnagar, have changed my name and shall hereafter be known as SUBADHCHANDRA KARUNASHANKER YAGNIK

It is certified that I have complied with other legal requirements in this connection

SHANTILAL YAGNIK
(Sd. in existing name)

I, hitherto known as PALTON ROUTH son of Shri GUJAR ROY, employed as Ranner in Mandalghat B/O, residing at P.O. Mandalghat, Distt Jalpaiguri, have changed my name and shall hereafter be known as PALTON ROY.

It is certified that I have complied with other legal requirements in this connection

PALTON ROUTH
(Sd. in existing name)

I, hitherto known as KHANDU son of Shri APPAJI KAMBLE, employed as Mukadam in Ammunition Factory, Kirkee, residing at 455, Old Bazar, Kirkee, Poona-3, have changed my name and shall hereafter be known as KHANDU NIRAJI BHOSLE

It is certified that I have complied with other legal requirements in this connection.

K. A. KAMBLE
(Sd. in existing name)

I, hitherto known as M. SWAMY son of Shri ROYAPPA, employed as Peon in office of the Controller of Def Accts (Navy), Bombay, have changed my name and shall hereafter be known as R AROKI-ASWAY.

It is certified that I have complied with other legal requirements in this connection.

M. SWAMY
(Sd. in existing name)

I, hitherto known as SABAJI DHONDI son of Shri DHONDI, employed as Clerk in office of the Inspector of Works 'Construction' Central Railway, Byculla, Bombay No. 27 DD, Victoria Garden Post Office, Present Address 24-A, Nanabhai Chawl, Room No 10, 1st Floor, Parel Back Road, Bombay-12 DD, have changed my name and shall hereafter be known as SABAJI DHONDI DHURI

It is certified that I have complied with other legal requirements in this connection

SABAJI DHONDI
(Sd. in existing name)

FORM No 155

MEMBERS' VOLUNTARY WINDING-UP

Name of company : Bharat Ram Shri Dhar Private Ltd.
Notice convening final meeting

Notice is hereby given in pursuance of section 497 that a General Meeting of the members of the above-named company will be held at DCM Premises, Bara Hindu Rao, Delhi, on the 5th day of April 1966 at 11 o'clock in the forenoon for the purpose of having an account laid before them showing the manner in which the winding-up has been conducted and the property of the company disposed of and of hearing any explanation that may be given by the liquidator and also of determining by a special resolution of the company, the manner in which the books, accounts and documents of the company and of the liquidator shall be disposed of

BANSI DHAR
Liquidator

Dated this 24th day of February 1966.

